Bruhat Bengaluru Mahanagara Palike

TENDERS FOR THE WORK OF

Additional works to Construction of Shuttle Cock Ground in Ward no17 J.P.Park R R Nagar Constituency.

(Through GOK e – Procurement Platform http://eproc.karnataka.gov.in)

TENDER REFERENCE	: BBMP/EE/Proj/RRN/TEN/18/2020-2021 DATED:- 22.12.2020
PERIOD OF SALE OF TENDER DOCUMENT	: View e-procurement Portal
LAST DATE FOR SALE OF TENDER DOCUMENT	: View e-procurement Portal
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 13.01.2021 up to 4.00PM View e-procurement Portal
TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	: 16.01.2021 at 11.00 AM
PLACE OF OPENING OF COVER ONE OF TENDERS	: Office of the Executive Engineer (Project Division, RR Nagar Zone)
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	: Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS	: Office of the Executive Engineer Project Division, RR Nagar Zone
ADDRESS FOR COMMUNICATION	: O/O the Executive Engineer Project Division, RR Nagar Zone BBMP office Building, 2nd Floor, Nehru Road BEML Layout, Bengaluru-560 098

for S.R.S. INFRASTRUCTURES PVT. LTD.

Contractor
Managing Director

Executive Engineer (Project)
RR Nagar Zone, BBMP

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BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Project Division, R.R. Nagara Zone, BBMP Office Building,
2nd floor, Neharu Road, BEML Lay out, Bangalore.-560098.

No. BBMP/EE/Proj/RRN/TEN/18/2020-2021 Date:22.12.2020

SHORT TERM TENDER NOTIFICATION
(Two Cover System)

(Through GOK e-Procurement Portal http://eproc.karnataka.gov.in only)

1. Tenders on item rate basis are invited by the Executive Engineer (Project Division) on behalf of Commissioner, BBMP for the work mentioned below under the Karnataka Transparency in Public Procurement Rules 2000 in prescribed format from the registered **Service provider/contractors** of BBMP or equivalent registration with CPWD/KPWD/Railways/MES or any State Government Organizations.

2. The Tender Document can be downloaded from date.28.12.2020 from the GOK e-Procurement (https://eproc.karnataka.gov.in) Website on payment of prescribed fee noted against each item of work (non refundable) in the form of e-Payment through e-Procurement Platform. The Tenderer should accompany a copy of the Registration Certificate valid up-to the year of 2020 and shall be submitted through e-Procurement Portal.

3.GST of 12% Shall be paid to the tendered amount separately as per the Govt letter No.PWD65 RDF2017 dt:-11.10.2018.

Calendar of Events:-

1.	Documents can be downloaded from e – Procurement Website from	:	28.12.2020 onwards
2.	Pre-bid meeting at the office of Office of Chief Engineer, RR Nagara Zone Ideal Homes.	:	31.12.2020 at 4.00 PM
3.	Last Date for Submission of Tender document.	:	13.01.2021 up to 4.00PM
4.	Opening of Technical Bid.	:	16.01.2020 at 11.00 AM
5.	Opening of Financial Bid.	:	Will be Intimated to the Technically Qualified Contractors.
6.	Cost of tender form in Rs		As per e-Procurement portal

In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

Sl.No	Name of The Work	Amount put to tender (Rs.in Lakhs)	Est cost (Rs.in Lakhs)	EMD in Rs.	Period for completion of Work	Class of Contract Registration
1	Additional works to Construction of Shuttle Cock Ground in Ward no17 J.P.Park R R Nagar Constituency.	501.65	600.00	7,53,000/-	6 Months	Class I & Above

TERMS AND CONDITIONS

for S.K.S. INFRASTRUCTURES PVT. LTD.

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1. Any reputed Individual / Company registered with BBMP / CPWD / KPWD / Railways / MES or any State Government Organizations are eligible to apply.
2. No Joint Venture / Consortium are permissible.
3. Tenderer should submit their EMD and tender processing fee in the form of e-payment through e-Procurement Portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).
4. Bidders/Contractors can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eproc.karnataka.gov.in/.
5. Scope of Work: The work involves Construction of Construction of Buildings & Etc.,
6. Essential conditions: The tender shall fulfill the following criteria for getting pre qualified for the works as under
7. Shall have minimum Annual turnover not less than two times the amount put to tender during two of the last five financial years.
8. Shall produce line of credit from any of the nationalized bank for **30% of the** amount put to tender.
9. Should have completed similar one single work **costing 50%** of the amount put to tender.
10. Should not incurred any loss in more than a year during the last **3** years ending 31st March 2020.
11. Possessing (ownership) requisite plant and machinery for completing the work. Document showing the ownership like preformed invoice & delivery notes needs to be furnished along with tender.
12. The successful bidder should pay 1% towards building and other construction workers welfare cess under Central Government Notification, Dt:26-09-2006 for the tender amount which will be deducted in work bills.
13. The bid Documents consists of Pre-qualification containing conditions of Contract and technical Specifications and Bill of quantities.
14. Based on an assessment of the information furnished in the cover –1 viz, Pre-Qualification Documents those who prima-facie satisfy the eligibility criteria will be qualified and cover –2 Containing the financial bids shall be Considered for opening and evaluation.
15. The Tender is a Two Cover Tenders System Consisting of
16. Technical Bid: The Technical bid should contain EMD, details of technical, financial and managerial capabilities to Execute of the work as per the requirements.
17. Financial Bid: The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.
18. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.in under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in.
19. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080-22371090, 080-22340060, 080-22340948.
20. The Successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, failing which his tender will be rejected.
21. The Tender will remain valid for 180 Days from the Date of Opening of Tender.
22. The work should be commenced with all earnestness within seven days from the date of work order failing which it would be presumed that he is not interested in the

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work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.

23. **Conditions & Special Conditions of KW-1, KW-2, KW-3 and KW-4** Standard bid document applicable for all works respectively.
24. The Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or the entire tender's without assigning any reasons.
25. Any other details regarding the works & other information's can be obtained from the above office during office hours.
26. Corrigendum/ modification/corrections, if any, will be published in the website only. For any clarification on e-Procurement on HP HELPDESK 080-25501216/25501227.
27. The amount quoted by the Successful tenderer is less than the tender amount and such tenderer shall remit the difference amount in the form of D.D/ Banker cheque at the Time of Agreement. This difference amount will be returned only after satisfactory Completion of the work and failure to comply the said conditions the tender will be rejected and EMD forfeited.

Sd/-
Executive Engineer
Project Division, R.R.Nagara Zone,
Bruhat Bangalore Mahanagara

Palike.

Copy submitted to:

1. Copy Submitted to the Worshipful Mayor for kind information.
2. Copy Submitted to the Worshipful Deputy Mayor for kind information.
3. Copy Submitted to the Commissioner for kind information
4. Copy submitted to the Spl. Commissioner (Project/Finance) for kind information.
5. Copy to the Engineer-in-Chief, BBMP, for kind information.
6. Copy submitted to the Joint Commissioner (R.R.Nagara) for kind information.
7. Copy to the Chief Engineer (R.R.Nagara/Road Infra) for kind information.
8. Copy to the Deputy Secretary to Government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.
9. Copy to the Deputy Commissioner and Tender bulletin officer Bangalore Urban District Bangalore for kind information and to publish in district tender bulletin.
10. Copy to the information officer, BBMP for kind information and to publish in Website along with soft copy.
11. Copy to the Public relation officer, BBMP for kind information and to publish in Leading 2 News papers.
12. Copy to the ACF (R.R.Nagara) BBMP for kind information.
13. Copy to AS (Project) for necessary action.
14. Notice Board.
15. Office copy.

Executive Engineer
Project Division, R.R.Nagara Zone,
Bruhat Bangalore Mahanagara

Palike.

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Managing Director

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1. Scope of Tender

1.1 The Bruhat BENGALURU Mahanagara Palike (Referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit Tenders for the Work of detailed in the Sl No. 1 of the Table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures are not acceptable.**

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for award of this Contract, each Tenderer in its name should have in the last five years i.e. **2015 – 2016 to 2019-20**

(a) Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) **of Rs 1003 Lakh**

(b) Satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar work of value not less than **Rs 251 Lakhs**. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority not below the Rank of Executive Engineer.

(c) Executed in any one year, the following minimum quantities of Work.

S No	Item	Unit	Qty
1	Earthwork Excavation	Cum	765
2	Cement Concrete-All Grades	Cum	417
3	Plastering (12, 15, 18mm)	Sqm	508
4	Tmt steel	MT	13.27
5	Vitrified Tiles & Prepolished Cement Concrete Designer Tiles	Sqm	213
6	MS Angular Truss	Sqm	448

3.3 Each Tenderer should further demonstrate

(a) Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on lease / hire basis for all Works provided relevant Documents (Commitment Agreement, etc.) for Availability for this Work are furnished.-

Item of Equipment	Requirement	
	No.	Capacity
Concrete Mixer	1 No Own/Lease	
Water Tank	1 No Own/Lease	

(b) Liquid Assets and / or availability of Credit Facilities of not less than **Rs. 167 Lakhs** (50% of the Estimated Contract Value) (Credit Lines / Letter of Credit / Certificates from Banks)

For S.K.S. INFRASTRUCTURE PVT. LTD.

Director

Executive Engineer (Proj...
RR Nagar Zone, BBMP

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for meeting the Fund Requirement, etc.).

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed available Tender Capacity = (A*N*1.5 - B)
Where

A = Maximum Value of Civil Engineering Works executed in any One Year during the last Five years (updated to _ Price Level) taking into account the Completed as well as Works in Progress.

N = Number of years prescribed for Completion of the Works for which Tenders are Invited

B = Value, at _ Price Level, of Existing Commitments and On Going Works to be completed during the next ____years (period of completion of the works for which Tenders are invited)*.

Note: The Statements showing the Value of Existing Commitments and On Going works as well as the Stipulated Period of Completion remaining for each of the Works Listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have

- Made misleading or false representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- Record of poor performance such as Abandoning the Works, not properly completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures etc.; and/or
- Participated in the previous Tender for the same Work and had quoted unreasonably High Tender Prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to Visit and Examine the Site of Works and its Surroundings and obtain all Information that may be necessary for preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

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C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderer shall be in Two Covers and shall contain the Documents as follows.

10.1.1 **First Cover**

(a) Earnest Money Deposit.
(b) Qualification Information as per Formats given in Section 3.

10.1.2 **Second Cover**

(a) The Tender (in the Format indicated in Section 4).
(b) Priced Bill of Quantities (Section 9);

and any other Materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents Listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the Whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and in Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and in Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than 90 days from the date of receipt of the same. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in Writing or by Cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-. This earnest money deposit shall be

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the Name and Address of the Tenderer to enable the Tender to be returned unopened in case it is declared late pursuant to Clause 17.

18.4 If the Outer Envelope is not sealed and marked as above, the Employer will assume no responsibility for the Misplacement or Premature Opening of the Tender

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer no later than the time and date as in e-procurement portal.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the tender after the deadline will not be accepted.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the Deadline prescribed in Clause 16.

18.2 Each Tenderer's Modification separately for each Cover or Withdrawal Notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the Outer and Inner Envelopes additionally marked "**MODIFICATION FOR FIRST / SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or included in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of First Cover of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 16.30 hrs. on 18.05.2019 at Office of Executive Engineer (Project Division), RR Nagar Zone, Bruhat Bengaluru Mahanagara Palike, BBMP Office Building, 2nd Floor, Nehru Road, BEML Layout, Bengaluru-560 098. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an Acceptable Notice of Withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening. Late and Withdrawn Tenders will be returned Unopened to the Tenderers.

19.4 The Employer shall prepare Minutes of the Tender Opening, including the Information

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23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any Substantial Way the Scope, Quality or Performance of the Works; (b) which limits in any Substantial Way, inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect Unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer, and may not subsequently be made responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) Where there is a Discrepancy between the Rates in Figures and in Words, the lower of the two will govern; and

(b) Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above Procedure for the Correction of Errors and, with the Concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.6 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any Correction for Errors pursuant to Clause 24 and

(b) Making Appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

For S.K.S. INFRASTRUCTURES PVT. LTD.

Contractor Managing Director

Executive Engineer (Project)
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30 Advance Payment and Security

30.1 Deleted.

31. Corrupt or Fraudulent Practices

31.1 The BBMP requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, GOK

a) Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b) Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded a GOK contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

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Agreement Form

Agreement

This agreement, made the .....day of .....20.....
between.....[name and address of Employer]
.....
(hereinafter called "the Employer") of the one part and .....[nam
.....
and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....[name and identification number of Contract] (hereinafter called "the Works") and t
Employer has accepted the Tender by the Contractor for the execution and completion of such Works a
the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectiv assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deeme form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as herein mentioned, the Contractor hereby covenants with the Employer to execute and complete the W and remedy any Defects therein in conformity in all aspects with the Provisions of the Contrac
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution Completion of the Works and Remedying the Defects wherein the Contract Price or such Sum as may become payable under the Provisions of the Contract at the times and in the m prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part Agreement, viz.
   i) Letter of Acceptance.
   ii) Notice to proceed with the Works.
   iii) Contractor's Tender.
   iv) Contract Data.
   v) Conditions of Contract (including Special Conditions of Contract).
   vi) Specifications.
   vii) Drawings.
   viii) Bill of Quantities and
   ix) Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day first before written.

The Common Seal of _____
was hereunto affixed in the Presence of
Signed, Sealed and Delivered by the said _____

in the Presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

for S.K.S. INFRASTRUCTURES PVT. LTD.
Managing Director

Contractor

Executive Engine
RR Nagar Z

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given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously Paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor on submission of the Bill. The Contractor shall be liable to pay Liquidated damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

(a) The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
(c) The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.
(d) The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
(e) The Effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

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Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still Unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings

48.1 If "As Built" Drawings are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

(a) The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current

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Labour

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

Compliance with Labour Regulations

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

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(b) Arbitration proceedings shall be held at...Bangalore..... , Karnataka, India
(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrat
expenses incurred by each party in connection with the preparation, presentation, etc., the
each party itself.
(d) **Performance under the contract shall continue during the arbitration proceedings and p
the Contractor by the Employer shall not be withheld, unless they are the subject ma
arbitration proceedings.**

5. In the case of the death of a Contractor after executing the agreement / commencem
work, his legal heir, if an eligible registered Contractor and willing can execute and comple
work at the accepted tender rates irrespective of the cost of the work.
6. The Contractor shall produce invoice for procurement of Bitumen along with work bill
payments will be made without such invoices if applicable.
7. The Contractor shall execute the work in minimum two shifts (Day & Night) for speedy
completion of work and to minimize inconvenience to public.
8. Tenderer should have Registered with EPF and EIS authorities; certification should be pr
the time of tendering OR else before entering in to the Agreement.

To be filled in by the Employer before issue of the Tender document.

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Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[32]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

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M_o = The all India average wholesale price index for all commodities for the quarter preceding the opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages [49] will govern the price adjustment for the entire contract:[50]

1. Labour – P_L ..... %
2. Cement – P_C .....%
3. Steel – P_S .....%
4. Bitumen – P_B .....%
5. Fuel and Lubricants – P_F [51] .....%
6 Plant and Machinery Spares – P_P [52] .....%
7 Other materials – P_M [53].....%

TOTAL 100 %

The liquidated damages for the whole of the works are

Rs.———————— (amount) per day [54] and that for the milestones are as under:

For Milestone 1: Rs. ..... per day [41]
For Milestone 2: Rs. ..... per day
For Milestone 3: Rs. ..... Per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]

The amounts of the advance payment are: [42]

[42] Nature of Advance

	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization : [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of such payments to the Contractor has reached not less than 15 percent of the Contract Price

[49] The percentages have to be approximately worked out on the estimates of cost and incorporated in the tender document before issue. It shall not be changed even if there is change of scope of work during execution.

[50] The components could be added or deleted or changed depending on the nature of the work.

[51] This could vary from 5% for normal works and 10% for highly mechanized operations in the work

[52] This could vary from 15% for normal works to 30% for highly mechanized operations in the work

[53] The total of the percentages for the various components of the works should be 100.

[54] The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

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of [55] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[56] The date by which "as-built" [57] drawings (in scale … [58]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[59] The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" [60] drawings or supply of Operation and Maintenance Manuals by the date required is Rs. [61] [48]

The following events shall also be fundamental breach of the contract : [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 [62] percent. [50.1]

[55] To be filled up by the Employer before issue of the tender document; say 'Three or four months'

[56] Score out which ever is not applicable.

[57] Completion drawings

[58] Specify an appropriate scale

[59] Score out which ever is not applicable.

[60] The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.

[61] To be filled by the Employer before the issue of tender document.

[62] Change if need be. It should be sufficient to get the balance of works completed by alternative agency.

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